

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENCE NUMBER.

**AMENDMENT TO PAID UP, NO SURFACE USE OIL, GAS
AND MINERAL LEASE**

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

WHEREAS, an Oil, Gas and Mineral Lease effective on February 6, 2007 (the "**Lease**"), record in the official public records of Tarrant County, Texas as document number D207053423, was executed by and between **Rebekah Martin**, ("Lessor"), and Western Production Company, whose address is 801 Cherry St., Suite 3850, Unit 39, Fort Worth, Texas 76102, and subsequently conveyed all right title and interest to the lease in an assignment dated on January 15, 2008 to **Chesapeake Exploration, L.L.C.**, ("Chesapeake"), and whose address is 6100 North Western Avenue, Oklahoma City, OK 73118. (hereinafter referred to as ("Lessee").

WHEREAS, the Leased Premises described in the Lease reads as follows:

4.175895 acres, more or less, called Lot 8A of the Beverly Hills Estates, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Volume 388-A, Page 135, Plat Records, Tarrant County, Texas.

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Lessor and Lessee do Hereby amend the Lease as follows:

(a) The Undersigned do hereby delete from Provision 2 of the Lease and all references to "twenty-two-and-one-

half-percent (22.5%)," and in its place do hereby substitute "twenty-five percent (25%)" so that now the royalty under the Lease shall be twenty-five percent ("25%") rather than twenty-two-and-one-half-percent (22.5%)

(b) The undersigned do hereby add the following to the Lease under Provision 12 as an additional provision described in Exhibit "A" attached to the Lease and incorporated herein by reference to:

"For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this Lease."

The Lessor does by these presents ratify, confirm and adopt the Lease thereto as amended hereby, and do further grant, let, lease and demise unto the Assignee all of the land described therein, together with all rights thereunder, under the same terms and conditions contained in the original Lease, except as herein amended.

Executed by each party on the date set forth in their respective acknowledgments below, but effective for all purposes as of February 6, 2007.

Lessor:

By: Rebekah Martin
Name: Rebekah Martin

Lessee:

Chesapeake Exploration L.L.C.,
An Oklahoma limited liability company

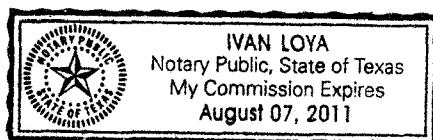
By:

Henry J. Hood, Sr. Vice President - Land and
Legal & General Counsel Chesapeake
Operating, Inc, General Partner 

ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF Tarrant)
)

This instrument was acknowledged before me on the 20th day of
January, 2010, by Rebekah Martin



Notary Public State of Texas

Notary's commission expires: August 7, 2011

ACKNOWLEDGEMENT

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

This instrument was acknowledged before me on this 27th day of January, 2010, by Henry J. Hood, as the Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C., successors by merger to Chesapeake Exploration Limited Partnership, LLC, on behalf of said limited liability company.

Given under my hand and seal the day and year last above written.

Chris J. La

Notary Public, State of Oklahoma
Notary's name (printed):
Notary's commission expires:



SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

DALE RESOURCES LLC
2100 ROSS AVE STE 1870 LB-9
DALLAS, TX 75201

Submitter: DALE RESOURCES LLC

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WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 3/1/2010 8:47 AM

Instrument #: D210043888

LSE	5	PGS	\$28.00
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By: Suzanne Henderson

D210043888

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: SLDAVES